

Land Assemblage Redevelopment Authority “LARA”

Request for Proposals (“RFP”) for
Weed Cutting Services

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EXHIBITS:

Exhibit A: List of Properties (Available on-line at
<http://www.houstontx.gov/lara/weedcuttingrfp/weed-properties.pdf>)

Exhibit B: Digital Photo of Properties (Available only on-line at
<http://www.houstontx.gov/lara/rfp.html>; see Attachment B)

Exhibit C: LARA neighborhood Boundary Maps (Available only on-line at
<http://www.houstontx.gov/lara/>; see Boundary Maps)

Exhibit D: Maximum Fees and Costs (Available on-line at
<http://www.houstontx.gov/lara/weedcuttingrfp/weed-fees.pdf>)

**Land Assemblage Redevelopment Authority (“LARA”)
Request for Proposals (“RFP”) for
Weed Cutting Services
Updated May 10, 2008**

LARA requests proposals for weed cutting and related debris removal services in connection with vacant lots owned or controlled by the Land Assemblage Redevelopment Authority (“LARA”). Examples of properties included in the LARA inventory are identified on Exhibit A, attached hereto, which Exhibit A may be amended from time to time. Digital views of these parcels, identified as Exhibit B, are available on line (only) at <http://www.houstontx.gov/lara/rfp.html>; see Attachment B.

A definition of the RFP submission requirements is described in Section VII: “RFP SUBMISSION REQUIREMENTS”. LARA will accept proposals for review and possible acceptance from May 10, 2008 until May 28, 2008. LARA reserves the right to accept or reject any and all proposals for any reason.

I. SCOPE OF SERVICES

1.0 General Specifications

1.1 Statement of Work

Successful Respondent(s) (“Prime Contractor and/or “Contractor”) shall provide all supervision, labor, materials, supplies, tools and equipment necessary for the cleaning, clearing, loading and disposal of all trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. The Contractor shall mow all grasses, weeds, under brush and remove debris associated with the mowing. Contractor may also be required to remove debris from locations where weed mowing is not required.

1.2 Intent

- 1.2.1 It is the intent of these specifications to define a fixed-price service contract for mowing, as well as the pick-up and removal of trash, debris, rubbish, organic debris, municipal solid waste, special waste and tires. These Items for pick-up may be on public or private properties owned by LARA within the City of Houston.
- 1.2.2 LARA shall from time to time, issue additional regulations to the Contractor, as needed, to provide clarity of contract services required as a result of administrative, policy or ordinance changes.

2.0 Detailed Specifications

- 2.1 **Minimum Resource Requirements:** LARA will require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award, to rent purchase, or otherwise acquire the needed equipment, personnel or other resources. LARA may require a physical inspection of equipment and other resources set forth herein.
- 2.2 For purposes of this contract, LARA estimates (but does not guarantee) that "First Cut" weed mowings will be required on approximately 400 vacant lots and that another 800 – 1,000 "Routine" weed mowings on approximately 500 vacant lots will be required during any given contract year. See "Section VI: Definitions" for a description of lot cut types. The typical lot size in the LARA inventory is about 5,000 square feet. However, lots range in size from about 3,000 to over 10,000 square feet.
- 2.3 LARA will require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award, to rent purchase, or otherwise acquire the needed equipment, personnel or other resources.
- 2.4 Special standards of responsibility are necessary for adequate contract performance. These special standards are hereby set forth in these specifications.
- 2.5 A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors. To be determined responsible (1) a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them, (2) the contractor must be able to comply with the required proposed performance schedule, taking into consideration all existing commercial and governmental business commitments, (3) have a satisfactory performance record, (4) have a satisfactory record of integrity and business ethics, (5) have the necessary experience and operational skills (6) have the equipment and manpower, or the ability to obtain them, and (7) be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.6 A prospective contractor must have the ability to send and receive electronic communications through computer software comparable to Microsoft Office 2003.

3.0 Minimum Required Manpower

- 3.1 The Contractor shall have in its employ at all times a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely and economically manage, operate and generally perform the scope of work under these specifications. LARA requires (via full-time/part- time employment or sub-contracting) a minimum of two (2) crews. A typical crew would be comprised of four (4) persons: three (3) performing the actual cutting and clearing and one (1) operating the dump truck.
- 3.2 All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor. LARA may require dismissal from work, on this contract, any employee who is deemed incompetent or is identified as a potential threat to the health, safety, security, general well being or operational mission of the contract. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidence by Alien Registration Receipt Card Form 1-51.
- 3.3 Licenses: The Contractor shall have all applicable licenses and permits required to

perform under these specifications, including but not limited to any and all TCEQ licenses and tire hauler licenses. Each truck driver shall possess a valid Texas commercial operator's license. Contractor does not need a generator license.

4.0 Minimum Recommended Equipment

- 4.1 Specific types of equipment are necessary for adequate contract performance. Therefore, LARA suggests (via ownership, lease or sub-contractor) the following equipment **per crew**.

1 Tractor Meeting the Following Specifications:

- Minimum 55 horsepower engine with low profile to ground
- Must have sheet metal fabrication around tractor to protect driver
- Must have puncture proof tires i.e.; foam filled or equivalent tires
- Must have roll over protection (R.O.P.S) around operator
- Must be OSHA approved

1 Tractor Mounted Rotary Mower Meeting the Following Specifications:

- Minimum 4-foot heavy-duty mower with chain curtains

1 Hydro-axe Mower (per area)

1 Trailer Meeting the Following Specifications:

- Tandem axle heavy duty trailer that grosses 15,000 pounds

1 Truck to Tow Mower Meeting the Following Specifications:

- Minimum 1 ton – Required dump truck may be used to tow mower, if properly equipped

1 Dump Truck Meeting the Following Specifications:

- Minimum 8 cubic yards of hauling capacity
- A high-sided trailer may be used in lieu of dump truck to haul debris.

- 4.2 In addition to the above equipment recommendations, LARA requires that the Contractor own, or have the ability to lease or sub-contract immediately, debris and trash loading equipment. It should be noted that lots with over 30 cubic yards of trash/debris might require more than the above-recommended minimum equipment per crew.
- 4.3 All equipment used for performance of services shall meet all applicable O.S.H.A. standards, and be licensed and inspected as may be required.
- 4.4 All supplies, materials, repair or replacement parts, equipment or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, size, etc., customarily used in the trade of such work. The Contractor at the Contractor's expense will replace any such items deemed unsuitable by LARA. LARA will not be responsible in any way for damage to or loss of supplies, materials, tools, equipment or personal property belonging to the Contractor or his/her employees.

5.0 CONTRACTOR WORK PLAN WITH INSPECTIONS- Work Orders

- 5.1 The Contractor must pick up work orders assigned to Contract Areas within 48 hours after

issuance of a notice from the LARA Contract Administrator. The Contractor shall complete a work plan for all work orders received on a form approved by LARA. The work plan shall be returned to the Contract Administrator within three (3) working days of the Contractor's receipt. Unless an exception is granted, or LARA issues an amended work order, the Contractor shall complete the work within twenty (20) working days with the exception of "Priority Cuts".

- 5.2 The Contractor shall complete work orders designated as "Priority Cuts" (Category C) within three (3) days of issuance. The "Priority Cut" fee will be in addition to the applicable fee for servicing the lot. The Priority Cut fee will not be applicable if the contractor fails to perform the service within five (3) days of issuance.
- 5.3 The Contractor shall not cut lots that are nine (9) inches or less in height without prior authorization from the Contract Administrator. The issuance of a work order does not constitute prior authorization. The Contractor shall immediately notify the Contract Administrator of all sites where the height of weeds is nine inches or less. Upon approval by the Contract Administrator, the Contractor shall remove weeds from the site as required by the contract.
- 5.4 The Contractor is required to provide the Contract Administrator with monthly reports regarding the status of work orders previously issued.

6.0 TIME OF WORK AND ORDER OF PROCESS

- 6.1 The Contractor may perform assigned work from sunrise to sunset, seven (7) days per week, not inclusive of recognized City of Houston Holidays set out by City Council Motion.
- 6.2 Contractors shall process all work orders in a "first in - first out" or oldest work order completed first order (excluding priority cuts which are to be cut in accordance with section 5.2).

7.0 TECHNICAL SPECIFICATIONS

- 7.1 **Cutting and Debris/Trash/Rubbish Removal**
 - 7.1.1 The Contractor shall remove LARA posting signs prior to servicing the property, and re-post it upon completion if applicable.
 - 7.1.2 The Contractor shall cut grasses and weeds to a height of approximately three (3) inches depending on the work order and the type of terrain. All organic cuttings and residuals from mowing shall be mulched, on site, returned to the lot and graded accordingly. Mulching shall be a mandatory process for all mowing residuals not in a mulched state upon cutting.
 - 7.1.3 Contractor shall cut grass along fences and/or walls 1" or less from said barrier(s). This may require tools or equipment or techniques different from those employed in the cutting of the principal area.
 - 7.1.4 If there are no concrete curbs and gutters, and where there are any drainage ditches, bridges, or culverts along any public ways adjoining any property, such ditches, bridges, or culverts shall be cleared and the same restrictions of height held applicable to the main portions of the property in question.

- 7.1.5 If the property has a concrete slab or foundation, the Contractor will mow around the slab or foundation. The Contractor shall also cut grass, weeds, etc., growing through cracks in the foundation or slab. All loose building materials are to be considered as trash/rubbish/debris and the Contractor shall clean and remove these from the property. The contractor shall reduce the square footage of the service area by the amount equivalent to the slab area, any area not serviced, or building square footage, if applicable.
- 7.1.6 There may be incidents where LARA will require the removal of living trees, or standing dead trees, not constituting added landscaping features that can represent a hazard to the health and safety of the citizens. The removal or abatement of such items shall be done only at the discretion of the Contract Administrator in consultation with the City of Houston Parks and Recreation Department. Cost for this service will be negotiated between the Contract Administrator and the Contractor on a case-by- case basis.
- 7.1.7 The Contractor shall immediately notify the Contract Administrator of all sites containing more than thirty (30) cubic yards of trash/debris/rubbish prior to removal on "First-Cut" weed mowing work orders; and on sites containing more than ten (10) cubic yards of trash and debris on "Routine Cut" weed mowing job orders. In such cases, the Contractor shall cut the lot and store the debris at the front of the lot until the Contract Administrator's or his or her representative verifies the amount of debris. Upon verification, the Contractor shall remove debris from the site as required by the contract. The Contractor shall communicate with the Contract Administrator within two (2) working days of removal, giving sufficient lead-time to schedule site inspections as needed.
- 7.1.8 The Contractor shall load, remove, transfer and properly dispose of all trash, rubbish, debris, organic debris, and municipal solid waste on the site to a State of Texas certified facility/landfill for the type of material removed. The contractor shall notify the Contract Administrator prior to servicing any lot/location where only debris removal is required. Contractor shall store the debris at the front of the lot until the Contract Administrator or his or her representative verifies the amount of debris. Upon verification, the Contractor shall remove debris from the site as required by the contract. The Contractor shall communicate with the Contract Administrator's representative within two (2) working days of removal, giving the Contract Administrator sufficient lead-time to schedule site inspections, as needed. The contractor must provide documentary evidence to include, but not restricted to all landfill receipts, used coupons or monthly statements that the disposal has in fact occurred at designated sited or processing facilities. Battery Leakages must be reported to the City of Houston Neighborhood Protection Corp or pick-up.
- 7.1.8 (a) The Contractor shall properly transport and legally dispose of all tires from sites to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.
- 7.1.8 (b) The Contractor shall prepare a Used and Scrap Tire Manifest, which contains the Contractor's Texas Department of Health Registration Number for transport of tires and any other information required by the Texas Department of Health and/or any regulatory agency governing the transport and/or any disposal of tires.
- 7.1.8 (c) Contractor shall notify the Contract Administrator or his or her representative prior to removal of 50 or more tires.

7.1.9 The Contractor shall not reject work orders for insect infestations.

7.1.9.1.1 Protective clothing or insecticide sprays may be used in such events. The Contractor shall submit Material Safety Data Sheets (MSDS) for any proposed insecticides or other chemical sprays to be utilized for this purpose, directly to the Director's representative for prior approval. A licensed pest control operator shall spray insecticide or other chemicals.

7.1.9.2 Upon arrival at the work order site, if the Contractor finds hazardous or unidentifiable materials, a locked gate, a no trespassing (or similar) sign, or is denied entry, it shall leave the site, and immediately notify the Contract Administrator or his or her representative and await further instructions. The Contractor shall not make any attempt to handle or remove the hazardous or unidentifiable waste.

7.1.10 The Contractor shall legally dispose of all appliances on the site and shall properly transport appliances to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.

8.0 Photographic Documentation

- 8.1 Contractor shall take the following digital photographs with JPEG and have the capability to transmit electronically to document work performed and submit them with the work order to the Contract Administrator or his or her representative:
- 8.2 At least one (1) "before (measuring the height of the weeds and showing LARA sign posting (if applicable)," "during" and "after" photograph of the property being cut;
- 8.3 At least one (1) "before," "during" and "after" photograph of the trash/debris/rubbish accumulations on the property.
- 8.4 At least one (1) "before," "during" and "after" photograph of any tires, on the Property.
- 8.5 When the Contractor services two (2) or more adjacent lots, additional "before" photographs should be taken to document on the entire property. For each "before" photograph, a matching "after" photograph should be taken to document the cutting and debris removal.
- 8.6 When the Contractor services improved property (vacant/occupied structures), at least one (1) "before" photograph and one (1) "after" photograph should be taken of the front and rear of the property to document existing violations.
- 8.7 The Contractor shall make every effort to identify common land features of the property in each photograph. Photographs must be clear. Each photograph shall contain a chalkboard, or other identifying mechanism, displaying the work order number and address of the lot visible at each location. The name of the Contractor performing the actual work shall also be written on each photograph. It is the Contractor's responsibility to insure that photos are representative of work performed.

9.0 Boundaries

The boundaries for areas of the City of Houston containing LARA lots are represented in Exhibit C. The boundaries of areas are subject to change at any time as determined by LARA. LARA may elect to assign one or more contractors to work within one or more bounded areas. The

Contract Administrator or his or her representative is responsible for providing the contractor with updated maps, should boundaries change.

10.0 Invoice Requirements

Contractor's invoice shall include the amount of cubic yards of trash removed from the site and the following supporting documents: photo documentation, tire manifest, and landfill receipts.

Contractor shall invoice using a form approved by LARA.

LARA reserves the right to exempt specific geographical areas from the contract during the contract period to meet the requirements of other LARA initiatives.

Mail invoices to:

Land Assemblage Redevelopment Authority
c/o Ms. Agatha Collins
P.O. Box 1562
Houston, Texas 77251-1562

11.0 Community Organizations

LARA may from time to time direct the contractor to subcontract with non-profit community organizations to perform "Routine Cut" weed mowing services (on lots up to 5,000 square feet). If so directed, the contractor shall be paid at the rate identified in Category D. Contractor shall pay subcontractor the sum of \$100 for each lot mowed.

Contractor shall add subcontractors to all of Contractor's insurance policies as an additional insured and shall provide all supervision, inspection, and debris removal for these lots. The subcontractors shall be designated by the Contract Administrator to perform "Routine Cut" mowing services on designated lots. Contractor shall submit with his invoice, proof of payment to subcontractors in a form approved by LARA.

In the event a community organization's subcontractor fails to mow a designated lot within 30 days of written notice to subcontractor by Contractor, Contractor shall be entitled to an administrative fee of \$25.00. The administrative fees, if any, shall be added to the invoices provided for in the agreement.

12.0 Additions & Deletions:

LARA, by written notice from the Contract Administrator to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from LARA. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

13.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as LARA does not guarantee any particular quantity of Work orders or sites for services during the term of this contract. The quantities may vary depending upon the actual needs of the LARA. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore,

LARA shall not be liable for any contractual agreements/obligations the Contractor enters into based on LARA purchasing/requiring all the quantities specified herein.

13.0 WARRANTY OF SERVICES:

13.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of LARA by which LARA assumes for itself, approval of specific services as partial or complete performance of the contract.

13.2 "Correction" as used in this clause, means the elimination of a defect.

13.4 Notwithstanding inspection and acceptance by LARA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. LARA shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by LARA. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to LARA, or (2) that LARA does not require correction or re-performance.

13.5 If the Contractor is required to correct or re-perform, it shall be at no cost to LARA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, LARA may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to LARA thereby, or make an equitable adjustment in the contract price.

13.6 If LARA does not require correction or re-performance, LARA shall make an equitable adjustment in the contract price.

II. DUTIES OF "PRIME CONTRACTOR" or "CONTRACTOR"

A. General Requirements

In consideration of the payments specified in Exhibit D, successful respondents ("Prime Contractor or "Contractor") shall provide all labor, material, and supervision necessary to perform the services described in Section I. "Scope of Services".

B. RELEASE

RELEASE:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE LARA EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "LARA") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY LARA'S SOLE OR CONCURRENT NEGLIGENCE AND/OR LARA'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND

HOLD LARA, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "LARA") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) LARA AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) LARA AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD LARA HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY LARA FOR LARA'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If LARA or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent LARA from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If LARA does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims
 - (a) Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to LARA. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise LARA as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, LARA shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - (b) Continued Participation. If Prime Contractor/Supplier elects to defend the claim, LARA may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of

LARA, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require LARA to comply with restrictions or limitations that adversely affect LARA, (ii) would require LARA to pay amounts that Contractor does not fund in full, (iii) would not result in LARA's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name LARA as an additional insured.

Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- (2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

- (3) Automobile Liability insurance

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

- (4) Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against LARA, and that it shall give 30 days written notice to LARA before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the LARA Chairman, at his sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

- (2) purchase the required insurance with LARA funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance:

Contractor shall comply with the City of Houston's Equal Employment Opportunity Ordinance.

I. MWBE Compliance

Contractor shall comply with the City of Houston's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs.

J. Environmental Laws:

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection

Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse LARA for any fines or penalties levied against LARA because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in City of Houston storm sewer system or sanitary sewer system or on LARA property in violation of the Environmental Laws.

K. Contractor's Performance:

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public.

L. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Contractor shall defend and indemnify LARA from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF LARA

A. Payment Terms

LARA shall pay and Contractor shall accept fees at the unit prices provided in Exhibit D for all services

rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that LARA will not purchase more or less of those services or Deliverables. LARA will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

LARA is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to LARA must not contain assessments of any of these taxes. The LARA Chairman will furnish LARA's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

LARA shall pay Contractor on the basis of invoices submitted by Contractor and approved by the LARA Finance Committee, showing the specific tasks completed in the preceding month and the corresponding prices. LARA shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If LARA disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the LARA Treasurer shall temporarily delete the disputed item and pay the remainder of the invoice. The LARA Treasurer shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Changes

- (1) At any time during the Agreement Term, LARA upon written authorization by the LARA Treasure may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables

in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

- (2) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The LARA Chairman's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

IV. TERM AND TERMINATION

A. Contract Term

The Agreement with the selected contractor will be effective on the Countersignature Date and expires two years (2 years) after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement (the "Initial Term").

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the LARA Chairman.

C. Renewals

Upon expiration of the Initial Term, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If LARA chooses not to renew this Agreement, the LARA Chairman shall notify Contractor of non-renewal at least 30 days before the expiration of the then-

current term.

D. Time Extensions

If Contractor requests an extension of time to complete its performance, then the LARA Chairman may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by LARA

LARA may terminate this Agreement at any time by giving 30 days written notice to Contractor. LARA's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. LARA shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR LARA'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM LARA'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by LARA

If Contractor defaults under this Agreement, LARA may either terminate this Agreement or allow Contractor to cure the default as provided below. LARA's right to terminate this Agreement for

Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
 - (2) Contractor becomes insolvent;
 - (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, LARA may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. LARA may extend the termination date to a later date. If LARA allows Contractor to cure the default and Contractor does so to LARA's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then LARA may terminate this Agreement on the termination date, at no further obligation of LARA.

To effect final termination, LARA must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if LARA defaults and fails to cure the default after receiving written notice of it. Default by LARA occurs if LARA fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the LARA Chairman describing the default and the proposed termination date.

The date must be at least 30 days after the Chairman receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If LARA cures the default before the proposed termination date, then the proposed termination is ineffective. If LARA does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from LARA's property. LARA shall make such material and equipment readily available to Contractor. The time period may be extended but LARA reserves the right to deny any extension of time.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of LARA.

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

D. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of LARA (by authority of a resolution duly adopted by the LARA Board of Directors) and Contractor.

E. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the LARA Charter, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

F. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the

earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

G. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

A verbal approval by the LARA Chairman, or other LARA board member, the Contract Administrator or by any other employee or agent of LARA, of any part of Contractor's performance does not waive compliance with this written Agreement or establish a standard of performance other than that required by this Agreement and by law.

H. Inspections and Audits

LARA representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 2 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

I. Enforcement

LARA Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to LARA Attorney all documents and records that LARA Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

J. Survival

Contractor shall remain obligated to LARA under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

K. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer, board member or agent of LARA.

L. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without LARA's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish LARA with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without LARA's prior written consent.

M. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

N. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the City of Houston Code of Ordinances, it shall immediately notify LARA in writing. If the City of Houston Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the LARA Treasure may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

VI. DEFINITIONS

1.0 Definitions.

As used in this Contract, the following words and phrases shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears:

1.1 LARA.

Shall mean the Land Assemblage Redevelopment Authority, a local government corporation whose address is as follows:

Land Assemblage Redevelopment Authority
Attn: David Collins, Chairman
P. O. 1562
Houston, Texas 77251-1562

1.2 Clean

Shall mean to remove or clear completely all trash and debris, to fill with dirt on the site, and grade any ruts and/or depressions caused by the Contractor in clearing the site. No extra fill dirt will be required, unless the Contractor is found negligent in handling of tractor(s) or other equipment.

1.3 Contract.

Shall mean this agreement, approved by the governing body for the performance of the work or service, as set forth in the documents and specifications.

1.4 Contract Administrator.

Shall mean the representative of LARA who is responsible for the administration of the Contract.

1.5 Contract Award Notice.

Means the official notification substantiated by the Notice to Proceed issued by the LARA Chairman to the Contractor.

1.6 Contract Charges.

Shall mean the charges that accrue during a given month as defined in Article III.

1.7 Contract Sum.

Shall mean the sums set out in full in Article V.

1.8 Contract Term.

Is defined in Article II.

1.9 LARA Resolution

Shall mean the official act passed by the LARA Governing Body designating award(s) and directing LARA Chairman to issue Notice(s) to Proceed.

1.10 Debris/Rubbish/Trash

Shall mean all bottles, cans, paper, loose building materials, felled trees, pieces of concrete, brick, rock or mortar, etc., or any other municipal solid waste, appliances and any other refuse whether loose or bagged and organic debris/waste.

1.11 Effective Date.

Is defined as date contract is signed by LARA Chairman

1.12 Established Supplier.

Is defined as any company who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the Contractor can be expected to perform in a satisfactory manner with respect to this Contract.

1.13 Governing Body.

Shall mean the LARA Board of Directors

1.14 Hazardous Waste

The Resource Conservation and Recovery Act (RCRA) defines "hazardous solid waste" as any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities...It exceeds the specified threshold levels for any one of the four characteristics of ignitability, corrosivity, reactivity and toxicity.

Some hazardous materials that are easily identified are: sealants, pesticides, adhesives, herbicides, paints, paint thinner, solvents, automotive parts cleaners, wood sealants, lacquers, caustics, fungicides, acids, oil, gas or diesel fuel. This is not a complete listing of all hazardous materials, however, these items are representative of many common materials frequently dumped.

Notation #1: The Contractor should note that medical waste can also be defined as either hazardous or non-hazardous. The EPA has listed over 500 chemicals or species, which when discarded or spilled are hazardous wastes. Therefore, when in doubt, upon discovery of any foreign materials, please immediately notify the Houston Police Department.

1.15 Industrial Waste

Solid, non – hazardous waste generated by industrial or manufacturing processes and is typically landfill – disposable.

1.16 Mulch

Shall mean to crush, pulverize, or grind to a uniform consistency by mechanical means any organic matter two inches (2") in diameter or less, through the use of a mechanical mulcher or grinder meeting industry standards for on-site, heavy-duty recyclical grinding of organic materials. All mulched residual material shall be returned to the lot and graded accordingly. If any other mechanical means achieves the same results as mulching, the Contractor is not required to utilize a mulcher.

1.17 Municipal Solid Waste

Solid waste resulting from or incidental to municipal, community, commercial, institutional and recreational activities; including garbage, rubbish, ashes, street cleanings, dead animals, and all other solid waste other than industrial waste.

1.18 Organic Debris/Waste

Shall mean any plant matter, cuttings and residuals from mowing, trees, standing dead trees, shrubs, branches, bushes, or other brush, and other smaller uncultivated vegetation, not constituting added landscaping features, are to be considered as such.

1.19 Site(s)

Shall mean any location of public or LARA owned properties in the City of Houston, Harris, County as defined by the City of Houston Department of Planning and Development. On sites with a concrete slab or foundation, the Contractor must mow around the foundation or slab. Drainage ditches, bridges or other culverts along any public ways adjoining the property must be cleared. Site locations may vary according to maintenance requirements, seasons of the year,

weather conditions and other unknown variables.

1.20 Special Waste

Shall include, but is not limited to used batteries and medical waste.

Notation #2: The removal and disposition of abandoned automobiles is not a part of the Scope of Services under this contract.

1.21 Surety

Shall mean the party who is legally bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contractor.

1.22 Tires

Tires will include but not be limited to those commonly referred to as passenger and truck tires, commercial industrial off-road and agricultural tires, with or without wheels attached. Passenger tires include those tires most commonly found on passenger cars, SUVs, motorcycles, and pick-up trucks. Commercial truck tires are those tires most commonly found on 18-wheelers. Commercial industrial off-road and agricultural tires are those tires most commonly found on construction and farm equipment.

1.23 Trees

Shall mean a woody plant with a single trunk measuring at least 3" in diameter.

1.24 First Cut--Weed Mowing.

Shall mean the cutting of grass and/or weeds on a lot that has not been attended to for over one calendar year (as determined by LARA), within the specified height in Section 6.2, with a mechanical devise or scythe. Grass and/or weed cuttings shall be mulched and shall remain on the serviced site. First Cut-Weed Mowing includes debris removal up to 30 cubic yards.

1.25 Routine Cut-Weed Mowing

Shall mean the cutting of grass and/or weeds on a lot that has been attended to at least once in the past calendar year (as determined by LARA), within the specified height in Section 6.2, with a mechanical devise or scythe. Grass and/or weed cuttings shall be mulched and shall remain on the serviced site. Routine Cut-Weed Mowing includes debris removal up to 10 cubic yards.

1.26 Work Order

Shall mean authorization to begin work. Work orders shall be delivered in a format approved by the Contract Administrator. Delivery may be by electronic means or hard copy, including but not limited to faxes and email.

VII. RFP SUBMISSION REQUIREMENTS

A. INSTRUCTIONS:

All Respondents to this RFP must submit information specified in provision “B. Required Information” cited immediately below. Submissions must be hand delivered and received by no later than Wednesday, May 28, 2008, 3:00 P.M. Submissions must be hand delivered to the following location:

Mayor's Office of Neighborhoods and Housing
Attn: Agatha Collins
900 Bagby Street
City Hall Annex,
Public Level, Suite 25
Houston, Texas 77002

All proposals will become a part of LARA's files without obligation on LARA's part. LARA reserves the right to request additional information, after submittal, as may be necessary to adequately assess each response. LARA reserves the right to reject any and all proposals and to waive any or all formalities or technicalities or to accept the proposals deemed to be most advantageous to LARA. The decision of the LARA Board of Directors with respect to any submission is final.

B. Respondents Must Present Evidence of the Following:

1. Respondents Name and Address:
2. Physical location of business operations
3. Form of Business Organization (example: corporation, partnership, DBA, etc.)
4. Years of operation
5. Total number of individuals employed by the business entity
6. Description of business experience related to weed cutting and debris removal
7. Number and description of employees to be assigned to meet the requirements of this RFP
8. Description of equipment available to meet the performance requirements of this RFP
9. Proposed equipment acquisition method (examples: already owned, will purchase, will lease, etc).
10. Description of computer systems, software and digital photographic equipment used to support the contract
11. Certificates of Insurance meeting the requirements of this RFP
12. Photocopies of hauler's license and all other licenses needed to perform under this RFP
13. The Respondents' "Best Price Offer" for each category listed in Exhibit D

IMPORTANT NOTICE: Prices FURNISHED by LARA in Exhibit D constitute the MAXIMUM PRICE to be paid for each category. LARA will consider accepting offers of a LOWER PRICE from any respondent for any and all categories presented above, which will be taken into consideration in awarding any contract.

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EXHIBIT "D"

MAXIMUM FEES AND COSTS*

Category	Square Feet	Price
A –1: First Cut-- mowing and debris removal up to 30 cubic yards	0 – 5000	.065/sq ft
A –2: First Cut-- mowing and debris removal up to 30 cubic yards	5001 - 10000	.060/sq ft
A- 3: First Cut-- mowing and debris removal up to 30 cubic feet	10,001 and over	.055/sq ft
A- 4: First Cut-- debris removal over 30 cubic feet	All sizes	As negotiated per job
B- 1: Routine Cut-- mowing and debris removal up to 10 cubic yards	0 – 5000	.040/sq ft
B –2: Routine Cut-- mowing and debris removal up to 10 cubic yards	5001 – 10,000	.035/sq ft
B –2: Routine Cut-- mowing and debris removal up to 10 cubic yards	10,001 and over	.030/sq ft
B--4: Routine Cut-- debris removal over 11 - 30 cubic feet	All size lots	As negotiated by job
C: Priority Cuts	All size lots	\$100 plus Category Price
D: Community Organizations	0 - 5000	\$ 50 plus Category Price
E: Tire Removal	All size lots	\$15 per tire

IMPORTANT NOTICE:

The listed prices constitute the MAXIMUM price LARA will pay for each cited category. However, LARA will consider accepting prices LOWER than those cited that may be offered by any respondent, which will be taken into consideration in the awarding of any contract--See Section VII. "RFP SUBMISSION REQUIREMENTS".